

# Indiana Department of Insurance

## Filing Company Checklist

### Out-of-State

### Association and/or Trust Products

(Checklist must be submitted with filing—attach as a PDF if filing electronically)

Company Name \_\_\_\_\_ NAIC # \_\_\_\_\_

Form number(s) \_\_\_\_\_ Filing date \_\_\_\_\_

To be used with (Check all that apply.) ☐ Small Group ☐ Large Group ☐ Association  
☐ Multiple Employer Group ☐ Non-Employer Group

**Product Type (Some types may be exempt from certain filing requirements as marked by \*\*)**

**Check all that apply.**

☐ Major Medical ☐ Accident Only ☐ Dental ☐ Vision ☐ Disability Income  
☐ Specified Disease ☐ Short Term Medical ☐ Indemnity Only ☐ Supplemental Plan  
☐ Employer Coverage for Medicare Eligible Only ☐ Other \_\_\_\_\_

<i>Statute/Regulation</i>	<i>Requirement</i>	<i>N/A</i>	<i>Location in Submitted Documents</i>	<i>For IDOI USE ONLY Yes/No/Comments</i>
<b>General Filing Requirements</b>				
IC 27-1-3-15	<b>Filing Fee</b> —We will bill you quarterly for <b>each</b> form contained in the filing and for <b>each</b> company the form is filed for. The per form fee is \$35 or the retaliatory fee based on your state of domicile. <b>PLEASE DO NOT</b> submit any filing fees with your filing.			
Bulletin 125	NAIC Standard A&H Transmittal Sheet— Use coding from NAIC Uniform Product Coding Matrix— Links to these items on the <a href="#">IDOI website</a> or <a href="#">www.naic.org</a>			
IC 27-1-26	Flesch readability certification			
Bulletin 125	A cover letter (ONLY if all the following information is not included on the NAIC Standard A&H Transmittal Sheet):			
	a) A reference "Re:" line with the insurance company's name and NAIC number, and the form number of <b>each</b> form to be filed.			
	b) If there are numerous forms in one filing, please list them on a separate sheet of paper and indicate in the reference line "see attached list." Please list the most important form first and keep the same order in related correspondence			
	c) The name of a contact person, w/ e-mail address, telephone and fax numbers. <b>All correspondence will be done via e-mail when possible.</b> On all e-mails and other correspondence, please include NAIC number, Company Name and lead form number. Any submission of additional forms or materials should include a separate response letter, for each filing being addressed.			
	d) The nature of the insurance product (e.g. Medicare Supplement, individual, small group, association group, employer group health, etc.)			
Bulletin 125	A postage-paid, self-addressed envelope of adequate size to hold the "approved" or "filed" stamped duplicate correspondence and any extra copies of forms that you wish to have returned. (There is no need to send more than one copy of the forms.)			
Bulletin 125	If the filing is submitted by an outside consulting firm, a			

	letter giving authorization to file on behalf of the company. If you are filing for multiple companies, you must submit an authorization from each company, list each company separately on the cover letter by NAIC #, Company Name and form #. And you must submit a separate filing/retaliatory fee for each company.			
<b>Group Out of State Assoc. Provisions</b>				
IC 27-8-5-16.5(d)(1)	Delivery state has law substantially similar to IC 27-8-5-16			
IC 27-8-5-16.5(d)(2)	Delivery state has <u>approved</u> group policy and proof included— <i>List State</i> .			
<b>Group Out-Of-State MUST CONTAIN provisions</b> IC 27-8-5-16.5(d)(3)(A)(i)	The following rights of insurers and insureds must be disclosed in <u>group</u> accident and sickness policies issued in Indiana. Exact wording is not required, as long as the substance matches the statutory language, or is more favorable to the insured or policyholder.			
IC 27-8-5-19(c)(1)	<b>GRACE PERIOD:</b> The policyholder has a grace period of 31 days for payment of premium due, except the first premium. Policy remains in force during the grace period, but insurer may hold claims incurred during grace period until premium is received.			
IC 27-8-5-19(c)(2)	<b>INCONTESTABILITY:</b> Validity of policy may not be contested after 2 years except for a) nonpayment of premiums, or if b) the disputed statement is in a written instrument signed by insured. Ineligibility of insured or enrollee under the policy may be disputed any time.			
IC 27-8-5-19(c)(3)	<b>COPY OF APPLICATION:</b> If there is an application, a copy must be attached to the policy at issue. Statements made by persons insured are representations, not warranties, and must be provided to insured persons in case of a dispute.			
IC 27-8-5-19(c)(4)	<b>EVIDENCE OF INSURABILITY:</b> Insurers may reserve the right to require individual evidence of insurability as a condition of coverage.			
IC 27-8-19(c)(5)	<b>PRE-EXISTING CONDITION DEFINITION AND LIMITATIONS:</b> a) Medical advice, diagnosis, care or treatment must have been received or recommended during 6 months before enrollment; ( <b>excludes</b> <i>accident only, dental, vision, Medicare Supplement, long term care, disability income, supplement to liability, auto medical, specified disease issued as individual, short term that may not be renewed for a duration of 6 months or less and worker's compensation</i> )			
IC 27-8-5-2.5	<b>PRE-EXISTING CONDITIONS:</b> 12 months, but credit must be given for previous small group creditable coverage. 12-month look-back. No permanent waivers.			
IC 27-8-19(c)(5)	May not apply to a loss that occurs 12 months after enrollment, or 18 months for a late enrollee. ( <b>NOTE:</b> for a small group employer, the limitation is 9 months or 15 months for a late enrollee.) <u>See</u> sections 2.5(a)(1) through 2.5(a)(8) for excluded policies. ( <b>Also</b> does not apply to policies insuring lives of debtors.) <b>Excludes</b> <i>accident only, dental, vision, Medicare Supplement, long term care, disability income, supplement to liability, auto medical, specified disease issued as individual, short term that may not be renewed for a duration of 6 months or less and worker's compensation</i>			
IC 27-8-19(c)(6)(A)	May apply only to a disease or medical condition for which medical advice or treatment was received by the person during a period of 365 days before the effective date of coverage.			
IC 27-8-5-19(c)(6)(B)	May not apply to loss incurred or disability beginning after earlier of the end of a continuous period of 365 days beginning on or after effective date of coverage during which no medical advice or treatment was received in connection with the disease or physical condition or the end of the 2 year period beginning on the effective date of coverage. ( <b>Applies to</b> <i>accident only, credit, dental, vision, Medicare Supplement, long term care, disability income, supplement to liability, auto medical, specified disease issues as individual, ltd benefit, issues as individual policy, short term that may not be renewed and duration of 6 months or less and worker's comp.</i> )			

IC 27-8-19(c)(7)	<b>MISSTATEMENT OF AGE:</b> Clear statement of how premiums, benefits or both will be fairly adjusted if covered person's age is misstated and if premiums and benefits vary by age.			
IC 27-8-19(c)(8)	<b>CERTIFICATE:</b> Insurer must issue to policyholder, for delivery to each insured person, a certificate of coverage explaining the protection, to whom the benefits are payable, and each family member and dependent's coverage. (See below for debtor's certificate.)			
IC 27-8-19(c)(9)	<b>TIMELY NOTICE OF CLAIM:</b> Insured must provide written notice of claim within 20 days after occurrence or commencement of loss, or as soon as reasonably possible.			
IC 27-8-19(c)(10)	<b>CLAIM FORMS:</b> Insurer must provide forms for filing proof of loss within 15 days of notice of claim, or claimants can submit their own.			
IC 27-8-19(c)(11)	<b>PROOF OF LOSS:</b> a) For disability claim, written proof of loss must be provided within 90 days of commencement of insurer's liability and at reasonable intervals thereafter if required. b) For other loss, written proof must be furnished within 90 days of loss. c) Claim will not be reduced if (a) or (b) was not reasonably possible but no later than one (1) year after requirement.			
IC 27-8-19(c)(12) IC 27-8-5.7	<b>TIMELY PAYMENT OF CLAIMS:</b> Current law requires that claims be paid within 45 days after insurer receives all necessary information, except for loss of time benefits. All accrued benefits for loss of time will be paid not less frequently than monthly, subject to proof of loss.			
IC 27-8-19(c)(13)	<b>BENEFICIARIES:</b> Loss of life benefits are paid to the beneficiary designated by the insured. If the policy contains conditions pertaining to family status the policy terms apply. All other benefits payable to the person insured. Insurer may also choose to pay up to \$5000 to a relative by blood or marriage if beneficiary is an estate or a minor. (Does not apply to policies insuring lives of debtors.)			
IC 27-8-19(c)(14)	<b>PHYSICAL EXAMINATION AND AUTOPSY:</b> Insurer has the right to examine the person during the pendency of a claim or to conduct an autopsy in case of death, unless prohibited by law.			
IC 27-8-19(c)(15)	<b>LEGAL ACTIONS:</b> No lawsuit may be filed to recover under the policy before 60 days after proof of loss is filed, and not later than 3 years after proof of loss is required to be filed.			
IC 27-8-19(c)(16)	<b>DEBTOR'S CERTIFICATE:</b> If policy insures debtors, the insurer will furnish to policyholder a certificate of insurance for each debtor insured, describing the coverage and benefits payable first to reduce or extinguish indebtedness.			
IC 27-8-19(c)(17)	<b>PROTECTION FOR DISABLED DEPENDENT:</b> If policy provides hospital or medical expense coverage of a dependent child and contains an attainment age provision, coverage cannot be terminated while the child is: a) incapable of self-sustaining employment because of mental retardation or mental or physical disability; and b) chiefly dependent on the member for support and maintenance. Proof must be provided within 120 days of limiting age, not more than once a year for the next two (2) years.			
IC 27-8-19(c)(18)	<b>GUARANTEED RENEWABILITY:</b> Indiana requires the portability and guaranteed renewability provisions of HIPAA, P.L.104-191.			
<b>Group Policies Must Provide</b>	For certificates issued to a resident of Indiana from a master policy delivered or issued for delivery in another state under an association group policy, a discretionary group policy, or trust group policy:			
IC 27-8-5-16.5(d)(3)(A)(ii)	Waiver of coverage: consistent with IC 27-8-5-19.2			
IC 27-8-5-16.5(d)(3)(A)(iii)	Adopted children: consistent with IC 27-8-5-21			
IC 27-8-5-16.5(d)(3)(A)(iv)**	Newborn, unless pregnancy pre-existed issuance of policy: consistent with IC 27-8-5.6			
IC 27-8-5-16.5(d)(3)(B)(i)**	Mental Health Parity: consistent with IC 27-8-5-15.6			
IC 27-8-5-16.5(d)(3)(B)(ii)	Reissue following cancellation or nonrenewal: consistent with IC 27-8-5-24			
IC 27-8-5-16.5(d)(3)(B)(iii)	Breast reconstruction & prosthesis IF mastectomy is covered: consistent with IC 27-8-5-26			

IC 27-8-5-16.5(d)(3)(B)(iv)	Non discriminatory: consistent with IC 27-8-6			
IC 27-8-5-16.5(d)(3)(B)(v)**	Mammography/Breast Cancer Screening: consistent with IC 27-8-14			
IC 27-8-5-16.5(d)(3)(B)(vi)**	Surgical treatment of morbid obesity: consistent with IC 27-8-14.1			
IC 27-8-5-16.5(d)(3)(B)(vii)**	Diabetes: consistent with IC 27-8-14.5			
IC 27-8-5-16.5(d)(3)(B)(viii)**	Prostate cancer screening: consistent with IC 27-8-14.7			
IC 27-8-5-16.5(d)(3)(B)(ix)**	Colorectal cancer screening: consistent with IC 27-8-14.8			
IC 27-8-5-16.5(d)(3)(B)(x)	Off-label drugs: consistent with IC 27-8-20			
IC 27-8-5-16.5(d)(3)(B)(xi)	Medical Child Support: consistent with IC 27-8-23			
IC 27-8-5-16.5(d)(3)(B)(xii)	Victims of abuse without regard to abuse: consistent with IC 27-8-24.3			
IC 27-8-5-16.5(d)(3)(B)(xiii)	Genetic testing: consistent with IC 27-8-26			
IC 27-8-5-16.5(d)(3)(B)(xiv)	Internal grievances procedures: consistent with IC 27-8-28 and Bulletin 128			
IC 27-8-5-16.5(d)(3)(B)(xv)	External grievance procedures: consistent with IC 27-8-29			
IC 27-8-5-16.5(d)(3)(B)(xvi)	Coordination of Benefits: consistent with 760 IAC 1-38.1			
IC 27-8-5-16.5(d)(3)(B)(xvii)	AIDS, HIV related conditions IF other diseases are covered: consistent with 760 IAC 1-39			
<b>Group Policies must offer</b>				
See citations above	All coverage marked with a single asterisk must be offered to non-employer-based groups			
<b>General Regulatory Issues</b>	Under the authority provided by IC 27-1-4 the Department monitors various issues that have been determined to be unfair, misleading or potentially constitute unfair trade practices. The following issues will also be reviewed.			
Application questions 27-8-5-1(d)(2) 27-8-5-1.5(l)	1. Questions regarding an applicant's health cannot inquire about non-specific conditions prior to the most recent five years. 2. Questions inquiring if an applicant has had signs or symptoms of a condition are not permitted. 3. Small employer applications may not require applicants declining coverage to complete health questions.			
Arbitration 27-8-5-1(d)(2)	Mandatory and/or binding arbitration provisions are prohibited.			
First manifest language 27-8-5-19(c)(6) 27-8-5-2.5 27-8-15-27	Typically first manifest type language creates a permanent exclusion of coverage related to a condition present any time prior to the effective date of coverage contrary to any pre-existing condition provisions included in the form. Such inconsistencies are not permitted.			
Foreign language forms Bulletin 106	Foreign language forms must comply with Bulletin 106.			
Large endorsements 27-8-5-1(d)(2) 27-8-5-1.5(l)	The Department does not allow use of large or confusing endorsements to bring contracts into compliance. In such cases the entire contract should be refiled to incorporate the multiple changes. On a similar note, Indiana specific certificates should be filed rather than file an endorsement to revise another state's certificate.			
Open endorsements 27-8-5-1(d)(2) 27-8-5-1.5(l)	Highly flexible or "blank check" type endorsement forms that provide unlimited ability to revise forms without regulatory review are not allowed.			
Privacy of health information 27-8-5-1(d)(2) 27-8-5-1.5(l)	Employers cannot be asked to reveal or certify the accuracy of any knowledge they may have regarding an individual's health condition.			
Various fees 27-8-5-1(d)(2) 27-8-5-1.5(l)	Fees charged to accept or process an application are not allowed. One-time fees such as may be charged to issue a policy are acceptable providing they are clearly labeled and accompanied by a disclosure that the fee is fully refundable if the policy is not issued, not taken or returned during the "free look" period.			
Bulletin 103	No full and final discretion clauses except where policy is governed by ERISA			
760 IAC 1-8	Use of terms "Noncancellable" and "Guaranteed Renewable" must not be misleading			
27-8-5-1(d)(2) 27-8-5-1.5(l)	The policy form cannot contain provisions that are unjust, unfair, inequitable, misleading, or deceptive, or that encourage misrepresentation of the policy.			

I hereby certify, pursuant to IC 27-8-5-1.5(i)(1)(C), that the policy form submitted with this checklist meets all requirements of Indiana law.

Filer: \_\_\_\_\_

Printed: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_